

PUBLIC WORKS DEPARTMENT
BUILDINGS AND ROADS BRANCH

CIRCLE ROHTAK

The 19th December, 1987

No. 28RA/199/VI/816.—Whereas the Governor of Haryana is satisfied that land below is needed by the Government, at public expenses, for a public purpose, namely, constructing a Kalanaur to Kalanaur Railway Station, tehsil Rohtak, district Rohtak, it is, therefore, hereby declared that the land described in the specification below is required for the aforesaid purpose.

This declaration is made under the provisions of section 6 of the Land Acquisition Act, 1894 to all whom it may concern and under the provisions of section 7 of the said Act, the District Revenue Officer-cum-Land Acquisition Officer, Rohtak is hereby directed to take order for the acquisition of the said land.

Plan of land may be inspected in the offices of the District Revenue Officer-cum-Land Acquisition Officer, Rohtak and Executive Engineer, Provincial Division No. 1, P. W. D., B. & R., Rohtak.

SPECIFICATION

District	Tehsil	Locality/ Village and Haddast No.	Area in acres	Rectangle/Killa No.
Rohtak	Rohtak	Kalanaur Khurd, H. B. No. 127	3.16	36 19, 22, 23 54 2, 3, 7, 8, 9/1, 13, 18/1, 18/2, 18/3, 19, 22, 22 57 2, 3, 8, 9, 12/1, 12/2, 13, 18, 19, 22/1, 22/2, 23 76 2/2, 3/1, 3/2, 8, 9/1, 12/1, 12/2, 13, 18, 19, 9/2 357, 361, 381, 402, 403, 430

(Sd.) . . .

Superintending Engineer,
Rohtak Circle, P.W.D. B. and R. Branch.
Rohtak.

मोह निरीक्षण विभाग

अथवा सहायक कार्य सहायक

रोहताक जिला

दिनांक 12 दिसम्बर, 1987

सं० 28 RA/199/VI/816.—चूंकि हरियाणा सरकार के राज्यपाल यह अनुभव करते हैं कि भूमि सरकार द्वारा सार्वजनिक कार्य के लिए सार्वजनिक प्रयोजन नामतः कलानौर से कलानौर रेलवे स्टेशन तक सड़क निर्माण के लिए अपेक्षित है एतद्वारा घोषित किया जाता है कि नीचे विशिष्ट विवरण में वर्णित भूमि उपरोक्त प्रयोजन के लिए अपेक्षित है।

यह घोषणा 1894 के भूमि अधिग्रहण की धारा 6 के उपबन्धों के अधीन उन सबके लिए है जिनसे यह सम्बन्धित हो और उक्त अधिनियम 7 की धारा के उपबन्धों के अधीन जिला राजस्व अधिकारी-कम-भूमि कलेक्टर, लोक निर्माण विभाग, भवन तथा मार्ग शाखा, रोहतक, को उक्त भूमि अधिग्रहण करने के आदेश देने के लिए निर्देश दिया जाता है।

भूमि के नक्शे का अधिग्रहण जिला राजस्व अधिकारी-कम-भूमि कलेक्टर, लोक निर्माण विभाग, भवन तथा मार्ग शाखा, रोहतक, और कार्यकारी अभियन्ता, प्रान्तीय मण्डल नं० 1, कार्यालयों में देखा जा सकता है।

विशिष्ट विवरण

जिला	तहसील	परिक्षेत्र/गांव हदबस्त नं०	क्षेत्रफल	खसरा नं०
रोहतक	रोहतक	कलानीर खुर्द, 127	3.16 एकड़	36 19, 22, 23 54 2, 3, 7, 8, 9/1, 13, 18/1, 18/2, 18/3, 19, 22, 23 57 2, 3, 8, 9, 12/1, 12/2, 13, 18, 19, 22/1, 22/2, 23 76 2/2, 3/1, 3/2, 8, 9/1, 12/1, 12/2, 13, 18, 19, 9/2 357, 361, 381, 402, 403, 430

(हस्ताक्षर)

अधीक्षक अभियन्ता,

रोहतक परिमण्डल, लो० नि० वि०,

भ० तथा म० शाखा, रोहतक।

श्रम विभाग

दिनांक 12 नवम्बर, 1987

सं० ओ० वि०/एफ०डी०/251-87/45248.—चूंकि हरियाणा के राज्यपाल की राय है कि मै० एस्कोर्ट्स लि०, ट्रैक्टर एण्ड इंजिनियरिंग डिविजन, 18/4, मथुरा रोड, फरीदाबाद के श्रमिक श्री हीरा लाल चौहान, पुत्र श्री के० एल० चौहान, मकान नं० 293, सैक्टर 7-ए, फरीदाबाद तथा उसके प्रबन्धकों के मध्य इसमें इसके बाद लिखित मामले के सम्बन्ध में कोई औद्योगिक विवाद है;

और चूंकि हरियाणा के राज्यपाल इस विवाद को न्यायनिर्णय हेतु निदिष्ट करना वांछनीय समझते हैं;

इसलिये, अब, औद्योगिक विवाद अधिनियम, 1947 की धारा 10 की उप-धारा (1) के खण्ड (घ) द्वारा प्रदान की गई शक्तियों का प्रयोग करते हुये हरियाणा के राज्यपाल इसके द्वारा उक्त अधिनियम की धारा 7क के अधीन गठित औद्योगिक अधिकरण, हरियाणा, फरीदाबाद को नीचे विनिर्दिष्ट मामले जो कि उक्त प्रबन्धकों तथा श्रमिकों के बीच या तो विवादग्रस्त मामला/मामले हैं अथवा विवाद से सुसंगत या संबंधित मामला/मामले हैं न्यायनिर्णय एवं पंचाट तीन मास में देने हेतु निदिष्ट करते हैं:—

क्या हीरा लाल चौहान की सेवाओं का समापन न्यायोचित तथा ठीक है? यदि नहीं, तो वह किस राहत की हकदार है?

आर० एस० अग्रवाल,

उप-सचिव, हरियाणा सरकार,

श्रम विभाग।

LABOUR DEPARTMENT

The 20th October, 1987

No. 9/4/87-6Lab./8025.— In pursuance of the provision of section 17 of the Industrial Disputes Act, 1947 (Central Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of Presiding Officer, Industrial Tribunal, Faridabad, in respect of the dispute between the Workman and the management of M/s. The Starwire India Ltd., 21/4, Faridabad.

BEFORE SHRI S.B. AHUJA, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, HARYANA,
FARIDABAD

Reference No. 16 and 17/1986

between

SHRI KANHYA LAL, SON OF SHRI RAM DHARI AND SHRI RAM DASS SON OF
DESAI C/O FARIDABAD KAMGAR UNION 2-7 GOPY COLONY, PURANA FARIDABAD
AND THE MANAGEMENT OF M/S THE STARWIRE INDIA LTD., 21/4, FARIDABAD

Present.—

Shri S.C. Srivastva, A.R. for the workmen.

Shri K.P. Aggarwal, A.R. for the management.

AWARD

In exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947, the Governor of Haryana referred the following dispute between Shri Kanhya Lal and Shri Ram Dass workmen and the Management of M/s. The Starwire India Ltd., 21/4, Faridabad to this Tribunal for adjudication:—

Whether the termination of services of Shri Kanhya Lal and Ram Dass was justified and in order ?
If not, to what relief are they entitled ?

2. The State Government have made two separate references one in respect of Kanhya Lal and other in respect of Ram Dass. Both these references involve determination of similar question of facts and law and as such were consolidated and further proceedings were taken in reference No. 16/1986 titled Kanhya Lal *versus* The Starwires India Ltd. By this award I propose to dispose of both these references.

3. The facts of both these cases are almost identical. Kanhya Lal Petitioner in his demand notice alleged that he was appointed as helper in the respondent Factory on 8th April, 1982 and was getting wages of Rs. 450 per month, but the respondent abruptly terminated his services on 15th March, 1986 and he was stopped at the factory gate by the Chowkidar on that date. The case of Ram Dass Petitioner is also on similar lines except that he claims that he was appointed as Helper by the respondent on 15th May, 1984. Both the petitioners have challenged the validity of termination of their services and prayed for reinstatement with full back wages and continuity of service.

4. The cases are contested by the respondent. It was pleaded that there was no relationship of employer and employees between the parties and as such the present dispute is not an industrial dispute and references are bad-in-law.

5. The petitioners filed rejoinder wherein they controverted the stand of the Management.

6. On the pleadings of the parties, the following identical issues were framed in both the cases and later on both these cases were consolidated :—

(1) Whether there is no relationship of employer and employee between the parties as alleged ?
O.P.M.

(2) Whether the termination of the workmen was justified and in order ? If not, to what relief are they entitled ? O.P.M.

7. The respondent examined Shri R.N. Batra, Factory Manager of the respondent MW-1 whereas Ram Dass claimant appeared as WW-1 and Kanhya Lal as WW-2.

8. I have heard Shri K.P. Aggarwal, authorised Representative for the Management and Shri S.C. Srivastva, authorised Representative for the petitioners and perused the record. My findings on the aforesaid issues are as under :—

Issue No. 1 :

9. Shri R.N. Batra, MW-1 Factory Manager deposed that there are about 300 employees in their factory. They have engaged 10/12 contractors. He produced Exhibit M-1 and M-2 certificates of registration under section 7(2) of the Contract Labour (Regulation and Abolition) Act, 1970 for the years 1985 and 1986. He stated that Pawan Kumar and Major Singh were contractors and agreements executed with them are Exhibit M-3 and M-4. The contractors have left the firm since 31st October, 1986. Exhibit M-5 and M-7 are the letters of extension of contract with the contractors and Exhibit M-6 and M-8 are the letters of termination of contract with the contractors. He also stated that the Management never deducted E.S.I. contribution and provident fund etc. from the wages of the petitioners. He added that Pawan Kumar and Major Singh Contractors have supervised the work of the petitioners who were employed by them. He categorically stated that the petitioners were not the employees of their establishment.

10. On the contrary, Ram Dass petitioner WW-1 deposed that he was employed as helper and worked with the respondent from 1983 to January, 1986. He produced Exhibit W-1 copy of the muster rolls for the month of January, 1986 and stated that said muster rolls is signed by Mr. Maan Cashier of the Company. He added that no notice pay or retrenchment compensation was paid to him. Likewise Kanhya Lal Petitioner WW-2 stated that he has worked in the respondent company from August, 1983 to 14th January, 1986 as helper and got wages of Rs. 450 per month. He admitted that he worked under Major Singh contractors but added that wages were paid by the Company. He also admitted that Major Singh had employed him in the company. The petitioners denied that they have received full and final account from the Contractors, —vide receipt Exhibit M-10 and M-11.

11. On perusal of the evidence, it is amply established that the respondent i.e. M/s. Starwire India Ltd. had obtained certificates of registration under section 7(2) of the Contract Labour (Regulation and Abolition) Act, 1970 for a particular type of work to be done through contractors. These certificates are Exhibit M-1 and M-2. The respondent had also entered into agreement with Major Singh and Pawan Kumar who had agreed to undertake the contract job in the respondent establishment for removal of hot products, loading/unloading of rolled products and these certificates are Exhibit M-3 and M-4. The names of Pawan Kumar and Major Singh contractors figured in Certificates of Registration Exhibit M-1 and M-2 for doing the said type of work. There is specific stipulation in para No. 6 of the agreements Exhibit M-3 and M-4 that the workers of the contractors shall at no time claim themselves the employees of the respondent company. There are, clear admission made by both the petitioners in the testimony which suggest that they were the employees of the contractors. Ram Dass WW-1 stated in examination chief that Major Singh was Supervisor. He also admitted that Major Singh had issued attendance card to him. Likewise Kanhya Lal WW-2 stated in examination chief that he worked under Major Singh contractor. He also unequivocally stated that Major Singh had employed him in the Company. In cross-examination, he admitted that Major Singh was the Contractor in the Company. Besides this, there is clear statement R.N. Batra, Factory Manager MW-1 that the petitioners were not the employees of their establishment. Not only this, the petitioners had served demand notice on Major Singh and Pawan Kumar contractors and respondent company. All these facts clearly establish that both the petitioners were employed by Pawan Kumar and Major Singh contractors for which certificates of registration have been granted to the respondent company. There is no material on the record to suggest that the petitioners were ever under the control of respondent management and on their rolls. They were working under contractors who were supervising their work. It may also be noticed that work which was being done through these contractors was not integral part of business of the respondent establishment. Such type of work can only be considered to be intermittent and temporary nature. Thus I come to the conclusion that both the petitioners were employees of the contractors.

12. Shri S.C. Srivastva Authorised Representative for the petitioners argued that muster rolls Exhibit W-1 which bears the signatures of the petitioners is also signed by one Mr. Maan Cashier of the respondent company and as such inference be drawn that the petitioners were employees of the respondent company. His contention has no merit. **Firstly** the muster rolls Exhibit W-1 has not been proved by examining the person who has prepared it. **Secondly**, this muster roll Exhibit W-1 shows that it pertains to the labour force employed by Major Singh Contractor. It does not in any manner indicate that persons mentioned in this muster roll are the employees of the company. **Thirdly** assuming that this muster roll is signed by one Mr. Maan Cashier of the respondent company, it will not in any manner suggest that the persons mentioned in the muster roll were on the rolls of the respondent company. Section 21 of the Contract Labour (Regulation and Abolition) Act, 1970 provides that contractor is the responsible for payment of wages to the worker employed by him as contract labour. It also provides that every principal employer has to nominate a representative to be present at the time of disbursement of wages by the contractor and such payment are to be certified by him. There is also provision in the said section that if contractor fails to make payment of wages and then the principal employer shall be liable to make payment of wages. Hence the fact that muster roll is allegedly signed by the representative of the respondent company does not suggest that the workers mentioned therein are the employees of the respondent company.

13. In view of the above discussion, it is held that both the petitioners are the employees of the contractors and not of the respondent company. Hence there does not exist any relationship of employer and employee between the parties. The issue is answered in favour of the respondent.

Issue No. 2 :

14. It has been held in issue No. 1 that the petitioners can not be considered to be workmen of the respondent company. As such any claim they may have can be pursued only against the contractor who is not the party in this reference. Hence no relief can be claimed by the petitioners against the respondent.

15. In the result, both the references are dismissed and the petitioners are not entitled to any relief whatsoever. The award is passed accordingly.

Dated : 28th August, 1987.

S. B. AHUJA,

Presiding Officer,
Industrial Tribunal, Haryana, Faridabad.

Endorsement No. 1128, dated 31st August, 1987

Forwarded (four copies) to the Commissioner and Secretary to Government Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

S. B. AHUJA,

Presiding Officer,
Industrial Tribunal, Haryana, Faridabad.

The 30th October, 1987

No. 9/1/87-6Lab./8357.—In pursuance of the provision of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. XIV of 1947) the Governor of Haryana is pleased to publish the following award of Presiding Officer, Labour Court, Ambala in respect of the dispute between the workman and the management of M/s (i) Managing Director, Haryana State Co-operative Supply and Marketing Federation Ltd., Chandigarh, (ii) Haryana State Co-operative Supply Marketing Federation Ltd., Ambala.

BEFORE SHRI K.K. DODQ, PRESIDING OFFICER, LABOUR COURT, AMBALA

Reference No. 175 of 1986

Between

SHRI MANI RAM, WORKMAN AND THE RESPONDENT MANAGEMENT OF (i) M/S MANAGING DIRECTOR, HARYANA STATE CO-OPERATIVE SUPPLY AND MARKETING FEDERATION LTD., CHANDIGARH ; (ii) HARYANA STATE CO-OPERATIVE SUPPLY MARKETING FEDERATION LTD., AMBALA.

Present :

AWARD

In exercise of the powers conferred by clause (c) of sub-section (1) of the Industrial Disputes Act, 1947, the Hon'ble Governor of Haryana referred the following dispute between Shri Mani Ram, workman and the respondent management of M/s Managing Director, Haryana State Co-operative Supply and Marketing Federation Ltd., Chandigarh ; (ii) Haryana State Cooperative Supply Marketing Federation Ltd., Ambala, to this Court, for adjudication :—

Whether the termination of services of Shri Mani Ram is justified and in order ? If not, to what relief is he entitled ?

2. Both the parties, response to the notices, appeared.

3. Mani Ram, workman filed his claim statement on 24th November, 1986. In brief, he contended that he was appointed as peon-cum-chowkidar, w.e.f, 7th December, 1982 through employment exchange and was